vancement. *Bruce v. Griscom,* 9 Hun. (N. Y.), 280. The presumption that property put by the father in the name of his son was by way of an advancement is not conclusive, and may be rebutted by proof that the father advanced the greater part of the purchase price and the son the remainder thereof, and it was agreed between them that the son should hold the title for their mutual benefit. *Taylor v. Taylor,* 136 Cal., 92.

EMINENT DOMAIN—STREETS—CONDEMNATION OF LAND REQUIRED FOR RAILROAD PURPOSES.—PORTLAND RY., LIGHT & POWER CO. v. CITY OF PORTLAND, 181 FED., 632.—*Held,* that where a city had only general charter power to open, lay out, establish, widen, alter, extend, vacate, or close streets, and to appropriate and condemn private property therefor, it had no power to condemn a part of a railroad's right of way to construct a street longitudinally along the same, especially where there was no provision for joint use of the property by the railroad company and the public.

The right of eminent domain is not inherent in a municipality but may be conferred upon it by appropriate legislation. *Warner v. Gunnison,* 2 Colo. App., 430; *Butler v. Thomasville,* 74 Ga., 570. Where express statutory authority exists, however, authorizing this action, this will control, but the right must be strictly exercised. *Abbott on Municipal Corporations,* Sec. 1819. It is generally held that the right to appropriate a portion of a railroad company's right of way longitudinally is not conferred by general authority to condemn; that the power must be conferred expressly or by necessary implication. *Ill. Cent. R. R. Co. v. Chicago, Burlington & Northern R. R. Co.,* 122 Ill., 473. The law seems to be well settled that lands once taken for public use cannot, under general laws, without an express act of the legislature for that purpose, be appropriated by proceedings *in invitum* to a different public use. The legislature, as the supreme and sovereign power in the state, may doubtless interfere with property held by a corporation for one purpose, and apply it to another; but the legislature's intention so to do must be stated in clear and express terms, or must appear from necessary implication. *Baltimore & Ohio R. R. Co. v. North,* 103 Ind., 486. As where it appears by the statute or by the application of the statute to the subject matter that the contemplated road cannot reasonably be built without appropriating land already devoted to public use, in which case an implication arises that the legislature intended that such appropriation might be made. *Providence etc. R. R. v. Norwich etc. R. R.,* 138 Mass., 277; *Housatonic R. R. v. Lee & Hudson R. R.,* 118 Mass., 391.

EVIDENCE—PAROL EVIDENCE.—GERMER V. GAMBILL, 131 S. W., 268 (KY.).—*Held,* that where the true intention of the parties is not expressed in written contract, they may show that the real contract was not reduced to writing through mistake as to the effect of the words or otherwise.

Parol evidence, though not admissible to add to or vary the terms of a written contract, is admissible to prove facts and circumstances for the